



Amendment No. 3
To
Contract No. NA170000080
For
Televising, Cleaning, Smoke Testing and
Trenchless Point Repair of Sanitary Sewer
Collection System Pipes for Austin Water
Between
National Works, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This Early Extension option will be January 6, 2020 through January 5, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$1,039,332.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/10/2017 – 02/02/2019	\$2,078,664.00	\$2,078,664.00
Amendment No. 1: Change in Section 0500 10/22/2018	\$0.00	\$2,078,664.00
Amendment No. 2: Option 1 – Extension 02/10/2019 – 02/09/2020	\$1,039,332.00	\$3,117,999.00
Amendment No. 3: Option 2 – Early Extension 01/06/2020 – 01/05/2021	\$1,039,332.00	\$4,157,331.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: John Lande 1/2/20

Printed Name: JOHN LANDE
Authorized Representative

National Works, Inc.
1078 San Marcos Highway
Luling, Texas 78648
(830) 875-2770
jlande@nationalworks.com

Sign/Date: Matthew Duree 1-7-2020

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
of
Contract No. NA170000080
for
Televising, Cleaning, Smoke Testing and
Trenchless Point Repair of Sanitary Sewer
Collection System Pipes for Austin Water
between
National Works Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective February 10, 2019, to February 09, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$1,039,332.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/10/17 – 02/09/19	\$2,078,664.00	\$2,078,667.00
Amendment No. 1: Change in the Section 0500 11/18/14 – 11/17/15	\$0.00	\$2,078,667.00
Amendment No. 2: Option 1 02/10/19 – 02/09/2020	\$1,039,332.00	\$3,117,999.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: John L. Lunde 10/9/18
Printed Name: JOHN LUNDE
Authorized Representative

Signature and Date: M. Duree 10-22-18
Matthew Duree, Procurement Manager
City of Austin
Purchasing Office

National Works Inc.
P. O. Box 310909
New Braunfels, Texas 78131-0909



Amendment No. 1
to
Contract No. NA170000080
for
Televising, Cleaning, Smoke Testing and
Trenchless Point Repair of Sanitary Sewer
Collection System Pipes for Austin Water
Between
National Works, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract as follows:

1.1 Section 0500, Part 5 – **Contractor Requirements**, Paragraph 5.1.2, "The Contractor will not be charged for water taken from AWU Hydrant.", the following is added as requirements:

- For water used for cleaning activities under this contract, Contractor will submit an invoice with a line for reimbursement for water usage during the course of the service. A copy of the City of Austin Water Bill showing the amount the Contractor is requesting reimbursement shall be attached to the invoice. Contractor shall be responsible for paying the City of Austin Water bill prior to due date. Contractor shall be responsible for Customer Charge and Fixed Charges on the City of Austin Water bill.

2.0 The total contract amount is unchanged. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 2/10/17– 2/09/2019	\$2,078,664.00	\$2,078,667.00
Amendment No. 1: Change in the Section 0500	\$0.00	\$2,078,667.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

National Works, Inc

Signature: *John Lande*

Authorized Representative

Print

Name: JOHN LANDE

1078 San Marcos Hwy

Luling, TX 78648

6/27/18

Date

Signature: *G Billela*

Printed Name: Georgia Billela

Procurement Specialist III

City of Austin

Purchasing Office

Date 6/28/18

Signature: *Shirley Lord*

Printed Name:

City of Austin

Purchasing Office

Date 6/28/18



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 2, 2017

National Works, Inc.
Mr. John Lande
1078 San Marcos Hwy
Luling, TX 78648
jlande@nationalworks.com

Dear Mr. Lande:

The Austin City Council approved the execution of a contract with your company for Televising, Cleaning, Smoke Testing and Trenchless Point Repair of Sanitary Sewer Collection System Pipes for Austin Water in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.Richmond@austintexas.gov
Department Contact Telephone:	(512)972-0313
Project Name:	Televising, Cleaning, Smoke Testing and Trenchless Point Repair of Sanitary Sewer Collection System Pipes for Austin Water
Contractor Name:	National Works, Inc.
Contract Number:	NA170000080
Contract Period:	2/10/17 – 2/09/19
Dollar Amount	\$2,078,664
Extension Options:	Three (3) Twelve (12) month
Requisition Number:	16100300002
Solicitation Type & Number:	IFB MLM0042
Agenda Item Number:	24
Council Approval Date:	February 2, 2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Monica L. McClure

Monica L. McClure
Corporate Contract Administrator
City of Austin
Purchasing Office



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

cc: Darrell Richmond, Austin Water
Andres Ramirez, Austin Water
Kevin Koeller, Austin Water

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
National Works, Inc. ("Contractor")
for
Televising, Cleaning, Smoke Testing and Trenchless Point Repair of Sanitary Sewer Collection
System Pipes for Austin Water
Contract Number: NA170000080**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between National Works, Inc. having offices at 1078 San Marcos Hwy, Luling, Texas 78648 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number Invitation for Bid ("IFB") MLM0042.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, IFB MLM0042 including all documents incorporated by reference

1.1.3 National Works, Inc.'s Offer, dated November 22, 2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twenty four (24) months and may be extended thereafter for up to three (3) additional twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid an estimated amount of \$2,078,664 for the initial Contract term and \$1,039,332 for each extension option for a total contract amount not-to-exceed \$5,196,660. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

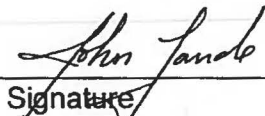
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

NATIONAL WORKS, INC.

JOHN LANDE

Printed Name of Authorized Person



Signature

COD

Title:

2/7/17

Date:

CITY OF AUSTIN

C. Danielle Lord

Printed Name of Authorized Person



Signature

Corp. Purchasing Mgr.

Title:

2/10/17

Date:

Exhibit A – City's Non-Discrimination and Non-Retaliation Certification

Exhibit B – City's Non-Suspension and Debarment Certification

EXHIBIT A

City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 7 day of FEBRUARY, 2017

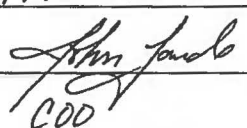
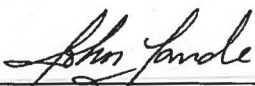
CONTRACTOR	<u>NATIONAL WORKS, INC.</u>
Authorized Signature	<u></u>
Title	<u>COO</u>

EXHIBIT B
Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.

 2/7/17

Signature of Officer or Authorized Rep. & Date
Printed Name: JOHN LANDE
Title: CDD
National Works, Inc.



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: MLM0042

DATE ISSUED: 10/24/16

REQUISITION NO.: 16100300002

COMMODITY CODE: 9138130, 9138158, 96884, 96459

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Primary Point of Contract

Monica L. McClure
 Corporate Contract Administrator
Phone: (512) 974-1714
Email: Monica.McClure@austintexas.gov

Secondary Point of Contract

Georgia Billela
 Senior Buyer
Phone: (512) 974-2939
Email: Georgia.Billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Televising, Cleaning, Smoke Testing and Trenchless Point Repair of Sanitary Sewer Collection System Pipes

PRE-BID CONFERENCE TIME AND DATE: November 2, 2016, 1:00 PM, Central

TELEPHONE BRIDGE: (512) 974-9300 Code: 749461

LOCATION: 124 W. 8th Street, 3rd Floor, Austin, TX 78701

BID DUE PRIOR TO: 11/17/16, 2:00 PM, Central Time

BID OPENING TIME AND DATE: 11/17/16, 2:15 PM, Central Time

COMPLIANCE PLAN DUE PRIOR TO: 11/17/16, 2:00 PM, Central Time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fed X, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB MLM0042	Purchasing Office-Response Enclosed for Solicitation # IFB MLM0042
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY IN .pdf ON A FLASH DRIVE OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION	32
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET - Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	26
Appendix	Appendix Documents	31

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: NATIONAL WORKS, INC.

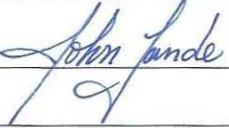
Company Address: 1078 SAN MARCOS HWY

City, State, Zip: LULING, TX 78648

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: JOHN LANDE

Title: CHIEF OPERATING OFFICER / OWNER

Signature of Officer or Authorized Representative: 

Date: 11/22/16

Email Address: jlande@nationalworks.com

Phone Number: 830-837-1103

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**BID SHEET
CITY OF AUSTIN
Televising, Cleaning, Smoke Testing, and Trenchless Point Repair of Sanitary Sewer Collection System
Pipes
IFB MLM0042**

Bid Date: 10/24/16

Buyer: Monica McClure

Copies of Bid: Bidder to submit two copies of its signed bid - one original paper copy and 1 electronic copy on a flash drive.

Special Instructions: The City will award this contract based upon evaluation of the base bid. Optional bid items will be reviewed by the City and will be selected based upon funding availability.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include **ALL** discounts, fees such as environmental or any other applicable fees, shipping charges, and FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The estimated annual budget for this contract will be \$1,000,000. Contract award will be issued at the annual budget amount, regardless of the total amount on the bid sheet. The City reserves the right to order any combination of services in any quantity, up to the annual budget.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Hydraulic Cleaning of 4 inch, all depths, and pipe materials	600	LF	\$0.50	\$300.00
2	Hydraulic Cleaning of 6 inch, all depths, and pipe materials	34,800	LF	\$0.50	\$17,400.00
3	Hydraulic Cleaning of 8 inch, all depths, and pipe materials	226,500	LF	\$0.60	\$135,900.00
4	Hydraulic Cleaning of 10 inch, all depths, and pipe materials	8,000	LF	\$0.60	\$4,800.00
5	Hydraulic Cleaning of 12 inch, all depths, and pipe materials	26,000	LF	\$0.60	\$15,600.00
6	Hydraulic Cleaning of 15 to 21 inch main, all depths, and pipe materials	27,000	LF	\$1.00	\$27,000.00
7	Hydraulic Cleaning of 24 to 30 inch main, all depths, and pipe materials	30,000	LF	\$1.25	\$37,500.00
8	Hydraulic Cleaning of 33 inch main, all depths, and pipe materials	1,000	LF	\$2.50	\$2,500.00
9	Hydraulic Cleaning of 36 inch main, all depths, and pipe materials	8,000	LF	\$2.50	\$20,000.00
10	Hydraulic Cleaning of 42 inch main, all depths, and pipe materials	8,000	LF	\$3.00	\$24,000.00
11	Hydraulic Cleaning of 48 inch mains, all depths, and pipe materials	8,000	LF	\$3.00	\$24,000.00
12	Hydraulic Cleaning of 51 to 54 inch mains, all depths, and pipe materials with manhole spacing more than 2,000 feet	8,000	LF	\$6.00	\$48,000.00
13	Mechanical Cleaning, 4", all depths and pipe materials	1,000	LF	\$3.00	\$3,000.00
14	Mechanical Cleaning 6", all depths and pipe materials	5,000	LF	\$3.00	\$15,000.00
15	Mechanical Cleaning 8", all depths and pipe materials	3,000	LF	\$3.00	\$9,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
16	Mechanical Cleaning 10 and 12", all depths and pipe materials	2,000	LF	\$4.00	\$8,000.00
17	Mechanical Cleaning 15" to 21" all depths and pipe materials	1,000	LF	\$5.00	\$5,000.00
18	Mechanical Cleaning of 24 to 30 inch main, all depths and pipe materials	300	LF	\$6.00	\$1,800.00
19	Mechanical Cleaning of 33 inch main, all depths and pipe materials	300	LF	\$7.00	\$2,100.00
20	Mechanical Cleaning of 36 inch main, all depths and pipe materials	300	LF	\$8.00	\$2,400.00
21	Mechanical Cleaning of 42 inch main, all depths and pipe materials	300	LF	\$9.00	\$2,700.00
22	Mechanical Cleaning of 48 inch mains, all depths and pipe materials	300	LF	\$10.00	\$3,000.00
23	Cleaning of Flume all sizes, all depths, pipe materials, all levels of cleanings	3	EA	\$1,000.00	\$3,000.00
24	Cleaning of Vortex, all sizes without entry, all depths, pipe materials, all levels of cleanings.	10	EA	\$2,000.00	\$20,000.00
25	Cleaning of Vortex, all sizes with entry all depths, pipe materials, all levels of cleanings.	3	EA	\$3,000.00	\$9,000.00
26	Post Cleaning Internal Television Inspection, Flume, all depths	3	EA	\$500.00	\$1,500.00
27	Post Cleaning Internal Television Inspection Vortex, top bowl and bottom bowl, all depths without manned entry	2	EA	\$500.00	\$1,000.00
28	Post Cleaning Internal Television Inspection Vortex, top bowl and bottom bowl, all depths, and manned entry	3	EA	\$500.00	\$1,500.00
29	Disposal of Removed Solids	500	CY	\$10.00	\$5,000.00
30	Television Inspection 4-inch, all depths	600	LF	\$0.50	\$300.00
31	Television Inspection 6-inch, all depths	34,800	LF	\$0.50	\$17,400.00
32	Television Inspection 8-inch, all depths	226,500	LF	\$0.40	\$90,600.00
33	Television Inspection 10-inch, all depths	8,000	LF	\$0.40	\$3,200.00
34	Television Inspection 12-inch, all depths	26,000	LF	\$0.40	\$10,400.00
35	Television Inspection 15-20 inch, all depths	27,000	LF	\$0.50	\$13,500.00
36	Television Inspection 24-30 inch, all depths	30,000	LF	\$0.60	\$18,000.00
37	Television Inspection 33-inch, all depths	1,000	LF	\$0.60	\$600.00
38	Television Inspection 36-inch, all depths	8,000	LF	\$0.60	\$4,800.00
39	Television Inspection 42-inch, all depths	8,000	LF	\$0.60	\$4,800.00
40	Television Inspection 48-inch, all depths	8,000	LF	\$0.60	\$4,800.00
41	Television Inspection 51 to 54 inch mains, all depth, all levels of cleaning, with manhole spacing more than 2,000 feet.	8,000	LF	\$1.35	\$10,800.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
42	Reverse Set-up for Internal TV Inspection	10	EA	\$50.00	\$500.00
43	Manholes Locating Special Field Services	300	EA	\$100.00	\$30,000.00
44	Manhole Exposure (manhole buried more than 1-inches in paved areas and more than 12-inches in unpaved areas)	30	EA	\$100.00	\$3,000.00
45	Manhole Inspection (MACP Level 2) for all sizes, depths from 4' to 30'	450	EA	\$55.00	\$24,750.00
46	Manhole Inspection (MACP Level 2) for all sizes, depths from 30' to 60'	100	EA	\$60.00	\$6,000.00
47	Manhole Inspection (MACP Level 2) for all sizes, depths from 60' to 80'	100	EA	\$65.00	\$6,500.00
48	Allowance for Bypass Pumping Set-up and Operation	1	Allowance	\$25,000.00	\$25,000.00
49	Allowance for Software Update	1	Allowance	\$25,000.00	\$25,000.00
50	Allowance for Permit Cost	1	Allowance	\$5,000.00	\$5,000.00
51	Remote Easement Access	1,000	LF	\$6.00	\$6,000.00
52	Trenchless Sewer Point Repair 4" through 10" up to 10' depth, 4' Min in length	3	EA	\$3,750.00	\$11,250.00
53	Trenchless Sewer Point Repair 4" through 10" 10' to 15' depth, 4' Min in length	3	EA	\$3,750.00	\$11,250.00
54	Trenchless Sewer Point Repair 4" through 10" Over 15' depth, 4' Min in length	3	EA	\$3,750.00	\$11,250.00
55	Trenchless Sewer Point Repair 12" through 15" up to 10' depth, 4' Min in length	2	EA	\$4,250.00	\$8,500.00
56	Trenchless Sewer Point Repair 12" through 15" 10' to 15' depth, 4' Min in length	2	EA	\$4,250.00	\$8,500.00
57	Trenchless Sewer Point Repair 12" through 15" Over 15' depths, 4' Min in length	2	EA	\$4,250.00	\$8,500.00
58	Trenchless Sewer Point Repair 18" through 24" up to 10' depth 4' Min in length	2	EA	\$5,000.00	\$10,000.00
59	Trenchless Sewer Point Repair 18" through 24" 10' to 15' Depth 4' Min in length	2	EA	\$5,000.00	\$10,000.00
60	Trenchless Sewer Point Repair 18" through 24" Over 15' depths 4' Min in length	2	EA	\$5,000.00	\$10,000.00
61	Mark location of defect in need of immediate repair on ground using radio frequency transmitter and receiver	40	EA	\$25.00	\$1,000.00
TOTAL BASE BID				\$851,200.00	
62	Televising of Sanitary Sewer Lateral, 4-inch, all depths, starting at CCO (When CCO is available)	500	LF	\$2.00	\$1,000.00
63	Televising of Sanitary Sewer Lateral, 4-inch, all depths, starting at Manhole	500	LF	\$2.00	\$1,000.00
64	Televising of Sanitary Sewer Lateral, 6-inch, all depths, starting at CCO (When CCO is available)	1,000	LF	\$3.00	\$3,000.00
65	Televising of Sanitary Sewer Lateral, 6-inch, all depths, starting at Manhole	10,000	LF	\$3.00	\$30,000.00
66	Televising of Sanitary Sewer Lateral, 8-inch, all depths, starting at CCO (When CCO is available)	500	LF	\$5.00	\$2,500.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
67	Televising of Sanitary Sewer Lateral, 8-inch, all depths, starting at Manhole	100	LF	\$5.00	\$500.00
68	Smoke Testing sewer mains 12" and smaller	104,000	LF	\$1.25	\$130,000.00
69	Smoke Testing sewer mains greater than 12"	12,000	LF	\$1.25	\$15,000.00
TOTAL OPTIONAL BID ITEMS				\$183,000.00	
Please check the boxes below as confirmation.					
<input checked="" type="checkbox"/>	Offer Sheet - required				
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required				
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - required				
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required				
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required				
<input checked="" type="checkbox"/>	Compliance Plan (Section 0900) - required				
<input checked="" type="checkbox"/>	Health & Safety Plan as referenced in Section 0500 Scope of Work 8.2 - required				
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID				
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID				
ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME: <u>JOHN LANDE</u> PHONE NUMBER: <u>830-875-2770</u>					
EMAIL ADDRESS: <u>jlande@nationalworks.com</u>					
DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED					

IFB – MBE/WBE COMPLIANCE PLAN(REVISED)

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	Televising, Cleaning of Sanitary Sewer Collection System Pipes
Solicitation Number	IFB 2200 MLM0042

Project Goals or Subgoals	
MBE	%
African American	%
Hispanic	%
Native/Asian American	%
WBE	%
Combined MBE/WBE	0.55 %

Section II — Bidder Company Information

Name of Company	NATIONAL WORKS, INC.
Address	1078 SAN MARCOS HWY
City, State Zip	LULING, TX 78648
Phone	830-875-2770
Fax & E-Mail	830-875-2730 jlande@nationalworks.com
Name of Contact Person	JOHN LANDE
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>NAT 7163790</u> If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

JOHN LANDE, CHIEF OPERATING OFFICER

Name and Title of Authorized Representative

John Lande
Signature

11/22/16
Date

For SMBR Use Only:

I have reviewed this compliance plan and found that the Proposer **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9A.

Reviewing Counselor _____

Date _____

I have reviewed this compliance plan and **Concur** ☐ or **Do Not Concur** ☐ with recommendation.

Director/Assistant Director _____

Date _____

Section III — Compliance Plan Summary

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (includes allowances if applicable): \$ 851,200.00

Goals: Proposed Participation		
MBE	\$ <u>N/A</u>	%
WBE	\$ <u>5,500.00</u>	<u>0.65</u> %
Non-Certified	\$ <u>N/A</u>	%

SubGoals: Proposed Participation		
African American	\$ <u>N/A</u>	%
Hispanic	\$ <u>N/A</u>	%
Native/Asian American	\$ <u>N/A</u>	%
WBE	\$ <u>N/A</u>	%
Non-Certified	\$ <u>N/A</u>	%

Bidder's own participation in base bid (includes allowances if applicable); less any amount subcontracted:

Amount: \$ 845,700.00 Percentage: 99.35%

Are the stated goals or subgoals of the solicitation met? (If no, attach documentation of Good Faith Efforts)

Yes ☒ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ % Prime _____ % Non-Certified _____ %
 African-American _____ % Hispanic _____ % Native/Asian American _____ % WBE _____ %

Section IV — Disclosure of MBE and WBE Participation (Duplicate As Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	BUILDING TEAM SOLUTIONS, INC.		
City of Austin Certified (choose one)	MBE <input type="checkbox"/>	WBE <input checked="" type="checkbox"/>	Gender/ Ethnicity: F/HISPANIC
Vendor Code	VS0000035161		
Address/ City / State / Zip	7103 E. RIVERSIDE DR. AUSTIN, TX 78741		
Contact Person & Phone #	LISA LEDESMA-GARCIA 512-258-5336		
Fax & Email Address	512-300-8863 lisa@btsjobs.com		
Commodity Codes	96459		
Commodity Codes Descriptions	LABORERS (COMMON LABOR), PERSONNEL, TEMPORARY		
Amount of Subcontract	\$ 5,500.00	0.65 %	

Name of MBE/WBE Certified Firm	N/A		
City of Austin Certified (choose one)	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		

Name of MBE/WBE Certified Firm	N/A		
City of Austin Certified (choose one)	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		

Name of MBE/WBE Certified Firm	N/A		
City of Austin Certified (choose one)	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		

Section V — Disclosure of Non-Certified Subcontractors (Duplicate As Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin

Are Goals Met? Yes ☒ No ☐ If no, state reason(s) below and attach documentation:

Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		
Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		
Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		
Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		

Section VI — Disclosure of Second-Level Subcontractors (Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive
- Fill in names of Second-Level Subcontractors as registered with the City of Austin

Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		

Section VII — Disclosure of Primary and Alternate Trucking Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin

<i>Primary Trucking Subcontractor</i>	N/A
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity Codes	
Commodity Codes Descriptions	

<i>Alternate Trucking Subcontractor</i>	N/A
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	N/A
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	N/A
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	N/A
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	N/A
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

GOALS MET!

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII **must** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☐ No ☒
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone) Yes ☐ No ☒
List Methods: _____
3. Were steps taken to follow up with interested MBE/WBEs? Yes ☒ No ☐
4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)? If yes, please attach. Yes ☐ No ☒
5. Were written notices sent to Minority or Women organizations? If yes, please attach. Yes ☐ No ☒
6. Were additional elements of work identified to achieve the goals or subgoals? Yes ☐ No ☒
If yes, please explain: _____
7. Was SMBR contacted for assistance? Yes ☐ No ☒
If yes, complete following:
Contact Person: _____
Date of Contact: _____
Summary of Request: _____
8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☒
If yes, complete following:
Organization(s): _____
Date of Contact: _____
Summary of Request: _____
9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (**Documentation is not limited to this list.**)
 - Copy of written solicitation sent to MBE/WBEs in SLBP area Yes ☐ No ☒
 - Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes ☐ No ☒
 - Copy of advertisements Yes ☐ No ☒
 - Copy of notices sent to Minority and Women organizations Yes ☐ No ☒
 - Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs) Yes ☐ No ☒



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB MLM0042 Addendum No: 1

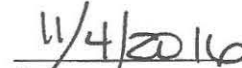
Date of Addendum: November 4, 2016

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Replace Section 0900-MBE/WBE Procurement Program Package with the attached.
- II. **Additional Information:** Attached is the sign-in sheet from the Pre-Proposal Meeting on November 2, 2016 at 1:00 PM
- III. **Extension:** The proposal due date is hereby extended until Thursday, December 1, 2016 at 2:00 PM, CST.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Monica L. McClure, Corporate Contract Administrator
Purchasing Office, (512)974-1714


Date

ACKNOWLEDGED BY:

JOHN LANDE
Name


Authorized Signature

11/22/16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB MLM0042

Addendum No: 2

Date of Addendum: November 22, 2016

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Question: A vendor that was on the city's vendor list is now not listed, but is still a minority company in Austin. Can they still be listed for the minority participation goal?

Answer: As long as the firm is certified with the City of Austin Purchasing Department they can be used for the services they are certified under. Minority participation will be counted towards which ever ethnicity group the firm is certified under MBE/WBE/DBE, etc.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Monica L. McClure
Monica L. McClure, Corporate Contract Administrator
Purchasing Office, (512)974-1714

11/22/2016
Date

ACKNOWLEDGED BY:

JOHN LANDE
Name

John Lande
Authorized Signature

11/22/16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	NATIONAL WORKS, INC.	
Physical Address	1078 SAN MARCOS HWY LULING, TX 78648	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	BUILDING TEAM SOLUTIONS, INC.	
Physical Address	7103 E. RIVERSIDE DR. AUSTIN, TX 78741	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<u>Yes</u>	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name NATIONAL WORKS, INC.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name CITY OF HOUSTON
Name and Title of Contact JAHMEL JOHN, PROJECT ENGINEER
Project Name SEWER CLEANING AND TELEVISION INSPECTION IN SUPPORT OF REHAB
Present Address 3100 OLD GALVESTON RD
City, State, Zip Code HOUSTON, TX 77017
Telephone Number (713) 534-3037 Fax Number ()
Email Address jahmel.john@houston.tx.gov

2. Company's Name MURRAY ENGINEERS
Name and Title of Contact WAYNE MURRAY, ENGINEER
Project Name HARRIS COUNTY WCID #36 WASTEWATER IMPROVEMENTS
Present Address 1760 FM 967
City, State, Zip Code BUDA, TX 78610
Telephone Number (512) 295-3100 Fax Number ()
Email Address wayneh123@sbcglobal.net

3. Company's Name CITY OF VICTORIA
Name and Title of Contact DARRELL SEIBERT, PUBLIC WORKS ENGINEER
Project Name 2015-16 SS LINE CLEANING PROJECT
Present Address PO BOX 1758
City, State, Zip Code VICTORIA, TX 77902
Telephone Number (361) 485-3340 Fax Number ()
Email Address dseibert@victoriatx.org

Section 0815: Living Wages Contractor Certification

Company Name NATIONAL WORKS, INC.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
CHRIS OLMSTEAD	OPERATIONS MANAGER
SERGIO RAYA	PROJECT MANAGER
SERGIO GERVASI	FOREMAN / TV OPERATOR
CHRIS GRAHAM	CLEANING OPERATOR
JERICH O SHANKLIN	TV OPERATOR
ROBERTO DAVILA	CDL DRIVER / CLEANING
JUAN TORRES	CDL DRIVER / CLEANING
MARCO RAYA	CAMERA LABOR

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name NATIONAL WORKS, INC.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

CHRIS OLMSTEAD

1078 San Marcos Hwy, Luling, TX 78648 | 830-875-2770 | colmstead@nationalworks.com

SUMMARY

Operations Manager with over 7 years experience in the sewer services industries. Leading the Central Texas operations of National Works, Inc., managing 5 crews and over 30 employees.

LICENSING

- Class D Wastewater Treatment
- Class D Water Operator
- NASSCO, LACP, MACP, PACP Certified

EXPERIENCE

- | | |
|---------------------|---|
| 2013-Present | Central Texas Operations Manager, <i>National Works, Inc.</i> <ul style="list-style-type: none">· Managing crews and generating daily productions across Central Texas· Interacting on a daily basis with customers, contractors, vendors and inspectors |
| 2011-2013 | Regional Project Manager, <i>AIMS/Pipeline Video Inspection Co. – Austin/San Antonio</i> <ul style="list-style-type: none">· Reports directly to ownership regarding field operations, client relationship, and resource management for multiple contracts. Specializing in CCTV, Pipe Cleaning and Hydroexcavation. |
| 2009-2011 | Waste & Wastewater Operator II, <i>Brushy Creek Municipal District – Round Rock, TX</i> <ul style="list-style-type: none">· Responsible for the operations and maintenance of wastewater collection system. Maintain and inspect multiple wastewater lift stations, wet well, pumps and wastewater motors. |

EDUCATION

- | | |
|-------------|---|
| 1998 | High School Diploma, <i>Phoenix, AZ</i> |
| 2008 | WETS – State Irrigators Certification Training Class, Irrigation Auditing, Irrigation Hydraulics |

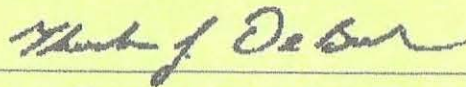
National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that
Sergio Raya

Is certified to practice PACP, MACP and LACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-1111-13786



Signature Theodore J. DeBoda, P.E., Executive Director

9/11/15

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

CERTIFIED PACP/LACP & MACP USER



Sergio Raya

Is certified in:

- Pipeline Assessment
- Lateral Assessment
- Manhole Assessment

Certification number: U-1111-13786 Issued: 9/11/15
Valid for 3 years from the date of issuance.

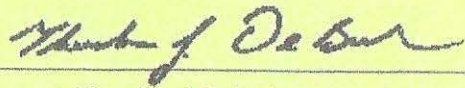
National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that
Jericho Shanklin

Is certified to practice PACP.
Certification is valid for three years from the date of issuance.

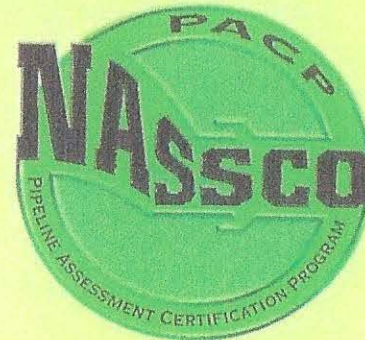
CERTIFICATE NUMBER: U-615-07000603



Signature Theodore J. DeBoda, P.E., Executive Director

9/11/15

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

CERTIFIED PACP USER



Jericho Shanklin

Is certified in:

- Pipeline Assessment

Certification number: U-615-07000603 Issued: 9/11/15
Valid for 3 years from the date of issuance.

National Works, Inc.

Health & Safety Plan



NATIONAL WORKS INC.

1078 San Marcos Highway
Luling, Texas 78648

CONFINED SPACE PROGRAM

Purpose & Scope

National Works Incorporated (NWI) and its employees are committed to the following written processes when any NWI employee is working in a confined space area.

Definitions

1. "A CONFINED SPACE" is any space that:
 - a. Has limited means of egress and which is subject to the accumulation of toxic or flammable contaminants and/or has an oxygen deficient atmosphere.
 - b. A space large enough and so configured that an employee's body can enter and assigned work.
 - c. "IS NOT" designed for continuous employee occupancy.

NOTE: Confined spaces include, but are not limited to, storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, manholes, underground utility vaults, tunnels, pipelines and open top spaces more than 4 feet in depth such as pits, tubs, vaults, excavations and vessels.

2. "EMPLOYEE" is defined herein as anyone working for NWI, without regard for whether they are paid directly by NWI or managed by an employment leasing firm. This shall also include all persons working NWI without regard for designation (full, part-time, seasonal) or duty (management, administrative, supervisory, field and so forth).
 3. "PERMIT-REQUIRED CONFINED SPACE" is any confined space that has one or more of the following conditions:
 - a. Contains or has the potential to contain a hazardous atmosphere;
 - b. Contains material that has the potential for engulfing an entrant;
 - c. Has a configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by downward sloping floors that taper to a smaller cross-section; or
 - d. Contains any other recognized serious safety or health hazard.
-

National Works, Inc.

Health & Safety Plan



NATIONAL WORKS INC.

1078 San Marcos Highway
Luling, Texas 78648

CONFINED SPACE PROGRAM

Purpose & Scope

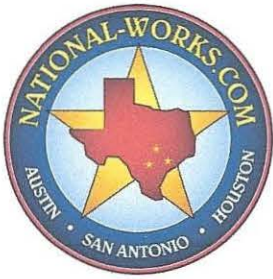
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NATIONAL WORKS INC.

1078 San Marcos Highway
Luling, Texas 78648

CONFINED SPACE PROGRAM

Policy Statement

1. It is the policy of NWI that prior to any work, in or around a confined space; the space will be tested for permit qualifying conditions as defined in section "Permit-Required Confined Space Program". If the workspace is determined as permit qualifying then the processes under the "Permit-Required Confined Space Program" will be followed. If the workspace is deemed non-permit qualifying then the processes found under the "Confined Space Program" will be followed.
2. The atmosphere of a confined space shall be analyzed in accordance with the "Processes for Atmospheric Testing in a Confined Space" located at the end of this section. This data shall be compiled and used for evaluation for classification of the space. The data will also be used to develop the entry process. This data will be taken by a qualified professional.
3. A site-specific plan will be developed for any type of confined space.
4. All affected employees must be trained on the "Site Specific Plan".
5. The opening to the space will be guardrail or other temporary barriers in order to prevent any accidental falls into the opening.
6. Confined spaces must have a trained, qualified attendant that knows and understands the hazards associated with the confined spaces and is knowledgeable of the established emergency processes.
7. The attendant will monitor the entrants and maintain a direct communication channel to ensure that the entrant's wellbeing is intact at all times. The attendant will summon aid in accordance to the established emergency processes at the first sign of any danger to the entrants.



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CONFINED SPACE PROGRAM

Permit-Required Confined Space Program

1. When a space is deemed as a "CONFINED SPACE" and requires a permit the Superintendent / Foreman or subcontractor will post a sign reading **"DANGER – PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER"** in a conspicuous place and inform employees of potential hazards.
2. The Entry Supervisor will decide if the permit required space will be entered by personnel after considering all known and potential hazards.
3. If the Entry Supervisor deems it necessary, they will authorize the entrance into a permit-required confined by issuing an authorized permit. The permit will consist of the following:
 - a. The location of the permit space to be entered.
 - b. The purpose of the entry.
 - c. The date and the duration of the entry permit.
 - d. Name of all the authorized entrants.
 - e. Name of all attendants.
 - f. Superintendent / Foreman's name.
 - g. The hazards of the space and measures taken to correct the hazards.
 - h. The acceptable entry conditions.
 - i. Results of initial and periodic atmospheric testing. (Test for CO, OXY, H2S & LEL's) min.
 - j. Rescue and emergency services that can be summoned if required.
 - k. Any additional permits that apply to the space (i.e.: hot work permits, lockout tag out, etc.)
4. The permit will remain on file for one year or the duration of the project and will be retained to facilitate review of the permit required confined space program.
5. If the Entry Supervisor deems the space will be entered after reviewing the data, all exposed employees will be informed of existing and potential hazards. Employees may review hazard documentation. Employees will be issued all required personal protective equipment required and will be worn at all times within the confined space.
6. When required, continuous forced air ventilation from a clean source will be used to assist in eliminating the hazardous atmosphere within the work space. Ventilation will remain until all employees have left the space.
7. The space will be periodically tested to ensure that the atmosphere remains in acceptable entry conditions.

Entry Supervisor – (Superintendent / Foreman's) Responsibility

1. The Entry Supervisor shall know the hazards that may be faced during Permit Required Confined Space (PRCS) entry, including how exposure occurs and the signs and symptoms of exposure.



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1078 San Marcos Highway
Luling, Texas 78648

CONFINED SPACE PROGRAM

2. The Entry Supervisor shall verify that all tests specified by the permit have been conducted and all procedures and equipment specified by the permit are in place.
3. The Entry Supervisor shall sign the permit and cancel the permit after the work is completed or when dangerous a condition arises inside or near the permit space. File in job safety files.
4. The Entry Supervisor shall verify adequate rescue services are available and that means for summoning them are operable if needed.
5. The Entry Supervisor shall remove unauthorized individuals who try to enter the permit space during entry or rescue operations.

Attendant Responsibilities - *Shall have no other duties while employees are in the confined space.*

1. The attendant shall know the potential hazards of the PRCS and monitoring the permit space for those hazards.
2. The attendant shall recognize the behavioral effects of hazard exposure in the authorized entrant.
3. The attendant will maintain a direct line of communication at all times with the entrants to ensure their will being.
4. The attendant shall maintain communication with the authorized entrant and ordering the authorized entrant to leave the permit space if any unsafe conditions arise.
5. The attendant shall summon rescue and other services during an emergency, and having the means to do so, such as a phone or radio.
6. The attendant shall remain outside the entry space until entry operations are completed or until relieved by another trained attendant, even if someone else must enter for rescue purposes.

Authorized Entrant Responsibilities

1. The Authorized entrant knows the hazards they will face during the permit space entry, including how exposure happens, and its signs, symptoms and effects.
2. The Authorized Entrant is versed in the use of their personnel protective equipment (PPE), testing/monitoring, retrieval and other applicable equipment.
3. Communication with the attendant as needed so the attendant can monitor their status and alert you if you need to evacuate.



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CONFINED SPACE PROGRAM

4. The Authorized Entrant shall notify the attendant immediately if you notice a potentially dangerous or prohibited condition.
5. The Authorized Entrant exiting a permit space as quickly as possible whenever an evacuation alarm is activated, an order to evacuate is given by the attendant or entry supervisor, or if they recognize any warning sign or symptom of exposure to a dangerous situation.

Process for Atmospheric Testing in Confined Spaces

Atmospheric testing is required for two distinct purposes: evaluation of the hazards of the permitted space and verification that acceptable conditions exist for entry into the space.

1. **Evaluation Testing:** The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity to identify and evaluate any hazardous atmospheres that may exist or arise, so that appropriate permit entry processes can be developed and acceptable entry conditions stipulated for that space. Evaluation and interpretation of the data and development of the entry process should be done by, or reviewed by, a qualified professional trained in confined spaces.
2. **Verification Testing:** The atmosphere of a permitted space which may contain a hazardous atmosphere should be tested for residues of all contaminants identified by evaluation testing using permit specified equipment to determine that residual concentrations at the time of testing and entry are within the range of acceptable entry conditions. Testing order should be oxygen (OXY), flammables (LEL's), Carbon monoxide (CO) and Hydrogen sulfide (H₂S). Results of testing should be recorded on the permit in the space provided adjacent to the stipulated acceptable entry conditions.
3. **Duration of Testing:** Measurement of values for each atmospheric parameter should be made for at least the minimum response time for the gas meter to get an accurate reading.
4. **Testing Stratified Atmospheres:** When monitoring for entries involving descent into atmospheres which may be stratified, the atmospheric envelope should be tested a distance of approximately four (4) feet (1.22 meters) in the direction of travel and to each side. If a sampling probe is used, the entrant's rate of progress should be slowed to accommodate the sampling speed and gas monitor response.
5. Periodically re-test to verify that the atmosphere remains within the acceptable entry limits.

NATIONAL WORKS INCORPORATED

SAFETY POLICY

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SAFETY POLICY

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- C. Implementation
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JOB SAFETY CHECKLIST (A-Q)

SAFETY EQUIPMENT CHECKLIST

SAFETY MEETING REPORT

O.S.H.A. POSTER AND LOG

EMERGENCY PHONE NUMBER

EMPLOYEE ACKNOWLEDGMENT

Note: This policy is provided only as a guide to assist in reducing accidents and injuries. It is not intended to supersede any requirements or standards. Employers should review the standards for particular requirements, which are applicable to their specific situation and to make sure the policy is adequate. Employers will need to add information relevant to their particular facility or work in order to develop effective policy.

SAFETY POLICY

The safety policy of **NATIONAL WORKS INCORPORATED (NWI)** is to comply with the Standards of the Occupational Safety and Health Act, and to endeavor to have a safe and injury/illness free job. A copy of the OSHA Safety and Health Standards 1926/1910 are available for your use and reference. This Standard shall be available in the Home Office at all times and will be sent to the jobsite on request.

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of the company. The authorization and responsibility for enforcement has been given primarily to the **General Manager**. The **Project Foreman and employees** share in this responsibility, as well.

A. POLICY

It is **National Works Inc.** Company Policy that accident prevention be a prime concern to all of us. It includes not only prevention of wasteful and inefficient operations, damage to property and equipment, but foremost the safety and well-being of our Employees, Subcontractors and Customers.

B. APPLICABILITY

This policy applies to all employees of **National Works Inc.**, regardless of position with the Company. The Safety Rules apply to all Subcontractors and anyone who is on a company project site.

C. IMPLEMENTATION

Our Company's Safety Program has been designed for maximum employee involvement in five fundamental ways:

1. Management's commitment to safety.
2. Weekly Tool Box Safety Meetings for all projects.
3. Effective Job Safety Training for all categories of employees.
4. Job Hazard Analysis & Safety Training given with every task, every day.
5. Various incentive awards for exemplary Safety Performance.

The **President of NWI, Greg Seely** will meet not less than once a month to evaluate all areas of Safety and make recommendations to the Company President.

D. ADMINISTRATION

The Safety Program will be carried out according to guidelines established and published in this and other related procedures. Specific instructions and assistance will be provided, as requested, by the **Operations Manager**. Each Supervisor will be responsible for meeting all the requirements of the Safety Program and for maintaining an effective accident prevention effort within his area of responsibility to see that all accidents are thoroughly investigated and reported to the **Operations Manager and the Office Manager** on the same day of the occurrence.

E. REPORTING OF INJURIES

All employees will be held accountable for failing to fill out a Notice of Injury Form," immediately, even if medical treatment is not required. (Notice must be made at or near the time of the injury and on the same day of the injury.) Employees must report the injury to their Supervisor, ie: Lead foreman, Foreman, Superintendent, Project Manager, etc. A casual mentioning of the injury will not be sufficient. Employees must let their supervisor know:

1. How they think they hurt themselves.
2. What they were doing at the time.
3. Who they were working with at the time.
4. When and where it happened.
5. Other pertinent information that will aid in the investigation of the accident.

Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of Safety Policy and they may be subject to immediate termination.

NOTIFICATIONS

A. IN CASE OF SERIOUS INJURY OR DEATH

After the injured has been taken to the hospital, the crew leader/foreman/supervisor notifies the **Office Manager at the Depot Office** as soon as possible. Statements from witnesses are taken. Be sure that statements are signed by witnesses, with the date and time noted. Photographs of the area and anything relevant are to be taken. **General Manager** will assist in investigation. The accident report form is completed and sent to the Depot Office then the Corporate Office.

B. IN CASE OF INSPECTION BY FEDERAL INSPECTOR

The Crew Leader/Foreman/Supervisor notifies *the General Manager* that an OSHA Inspector is on the jobsite. It is your responsibility to make his visit on the jobsite as pleasant and timely as possible.

BASIC SAFETY RULES

1. Compliance with applicable Federal, State, County, City, Client and Company Safety Rules and Regulations is a condition of employment.
2. All injuries, regardless of how minor, must be reported to your supervisor and the Safety Office immediately. An employee that fails to fill out a "Notice of Injury Form" and send it to the Safety Office can be issued a Safety Violation notice and may be subject to termination. In the event of an accident involving personal injury or damage to property, the persons involved in any way will be required to submit themselves to drug testing.
3. Hardhats will be worn by all employees on the project site. **HARDHATS AND SAFETY GLASSES WILL BE WORN AT ALL TIMES.** Alterations or modifications of the hat or liner shall be prohibited.
4. Safety glasses will be worn as the minimum required eye protection. Remember, additional eye and face protection such as mono-goggles and face shields are required for such operations as grinding, jack hammering, utilizing compressed air or handling chemicals, acids and caustics. Burning goggles for cutting, burning or brazing and welding hoods for welding, etc., are required.
5. Fall Protection Requirements:
 - A. Full Body Harness and Lanyards shall be worn and secured any time there is a fall hazard of more than 6 feet.
 - B. Lifelines shall be erected to provide fall protection where work is required in areas where permanent protection is not in place. Horizontal and vertical lifelines shall be properly designed or approved by a qualified person.
 - C. Workers using their positioning devices to access the work or position themselves on a wall or column, etc., must use an ADDITIONAL Safety lanyard for fall protection.
 - D. Proper use of manlifts: Employees must be properly trained prior to operating manlifts. As soon as you enter an articulating boom lift and before the lift is started, you must put on the harness and attach the lanyard to the lift.

6. Clothing must provide adequate protection to the body. Shirts with sleeves and long pants will be worn at all times. No shorts are to be worn on Projects. Shirt tails must be worn inside the trousers except in the case of welders and burners. NO POLYESTER OR NYLON CLOTHING WILL BE ALLOWED FOR BURNERS OR WELDERS. Sturdy work boots with rigid, slip resistant soles are required. No clogs, tennis shoes or loafers are permitted. Steel toe tennis shoes with the ANSI label are the only alternative to the leather work-boot.
7. All personnel will be required to attend scheduled Safety Meetings.
8. Firearms, alcoholic beverages or illegal drugs are not allowed on Company property nor in Company vehicles at any time. WHENEVER DRUGS ARE PRESCRIBED BY A PHYSICIAN, the **Office Manager** must be informed. The use or possession of illegal drugs or alcoholic beverages on the jobsite will result in immediate termination.
9. Housekeeping shall be an integral part of every job. Supervisors\foreman\Crew Leader and employees are responsible for keeping their work areas clean and hazard-free. Clean up is required when you finish a job at the end of the day.
10. Burning and cutting equipment shall be checked daily before being used. Flash back arresters shall be installed at the regulators on both Oxygen and L.P. cylinders. All gas shall be shut off and hoses disconnected from cylinders and manifolds at the end of the day. Caps shall be replaced on cylinders when gauges are removed. When gauges are removed and caps replaced, the Oxygen and L.P. cylinders shall be separated into storage areas not less than 20' apart with a "No Fire or Smoking" sign posted and a fire extinguisher readily available. Makeshift field repairs will not be allowed.
11. Drinking water containers are for drinking water and ice only. Tampering with or placing items such as drinks, etc., in the water cooler will result immediate termination. The "common drinking cup" is not allowed. Only disposable cups will be used, and a waste container must be provided used cups.
12. All tools whether company or personal, must be in good working condition. Defective tools will not be used. Examples: chisels with mushroomed heads, hammers with loose or split handles, guards missing on saws or grinders, etc.
13. All extension cords, drop cords and electrical tools shall be checked (to include presence of GFI's) and color coded by a designated competent person each month. This shall be part of the assured grounding program. Electrical cords and equipment must be properly grounded with GFI's in place and checked by a competent person. Cords and equipment which do not meet requirements shall

- be immediately tagged and removed from service until repairs have been made.
14. "HORSEPLAY" on the jobsite is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.
 15. Glass containers or bottles of any kind are not permitted on jobsites, or in vehicles.
 16. Riding as a passenger on equipment is prohibited unless the equipment has the safe capacity of transporting personnel.
 17. Adequate precautions must be taken to protect employees and equipment from Hot Work such as welding or burning. Fire extinguishing equipment shall be no further away than 50 ft. from all Hot Work. Return expired extinguishers to the **Office Manager** to be re-charged immediately. Use of welding blinds are required in high traffic areas.
 18. All scaffolding and work platforms must be in accordance with OSHA specifications. All ladders must be in safe condition without broken rungs or split side rails. Damaged ladders shall be removed from service. Ladders shall be secured at the top and bottom and extend 3 past the working surface. Metal ladders around electrical work are prohibited. Never use a stepladder as an straight ladder. A stepladder must only be used when fully opened with braces locked.
 19. Crowfoot connections on air hoses shall be wired to prevent accidental disconnection. Compressed air shall not be used to dust off hands, face, or clothing.
 20. Report all UNSAFE CONDITIONS and NEAR-ACCIDENTS to your **Crew Foreman** so corrective action can be taken.
 21. All floor openings or excavations shall be barricaded on all sides to ensure employees are aware of the hazard. Floor holes shall be covered, the covers SECURED, and clearly marked, and meet loading requirements.
 22. Warning signs, barricades, and tags will be used to fullest extent and shall be obeyed.
 23. Respiratory Protection is required for employees exposed to dust hazards or to other contaminates that may be encountered.
 24. Excavation:

As a minimum:

- A. All soils unless reclassified by a competent person are considered type "C", which require a wall slope of 1 1/2 to 1 (34°) or shoring. This applies to trenches 4' or deeper.
 - B. All spoils, materials and equipment shall be a minimum of 2' from the edge or excavation.
 - C. No employees are permitted to work under loads being handled by lifting or digging equipment.
 - D. A stairway, ladder or ramp shall be located in trenches 4' or deeper, no more than 25' away from any employee.
 - E. Barricade around work area. A barricade must be erected around the excavation.
26. Confined Space: ***No Employee may enter a confined space area without proper training and equipment.***
- A. Any vessel, manhole or pit 5' deep or greater-including trenches, or any structure not meant for human occupancy is considered a confined space.
 - B. A completed Confined Space Permit by competent person is required prior to entry into permit required confined spaces.
 - C. Contact the **General Manager** prior to starting any Confined Space work for copies of permit required and a list of required Safety Equipment.
 - D. See Confined Space Entry Program (Appendix C) for detailed requirements of equipment and procedures in use at the job site.
27. Lockout/Tagout Procedures:
- A. A written Lock Out/Tag Out Program is required to be in use at the jobsite when Lockout/Tagout procedures are used. This is available from the **General Manager**.
 - B. Every employee involved in the work around energized equipment has the right to put on their own tag and lock. Otherwise, a gang-type lock box can be used if agreed upon by all parties involved.
 - C. A responsible person from each craft will be designated to lock and tag.

They shall be the only persons able to remove tags and locks after work is complete.

28. Scaffold Tag System:

- A. Green tags are to be placed on 100% complete scaffolds with all braces, locks and hand, mid & toe rails in place before use.
- B. Yellow tags are for incomplete scaffolds. If scaffold is missing a hand, mid or toe board, it must have a yellow tag and employees on it must be tied off at all times.
- C. Red tags are for scaffolds that are in the process of either being erected or disassembled. These scaffolds are not to be used at any time.
- D. Scaffold tags should be placed in a highly visible location on the scaffolds for all employees to see.

29. Fall Protection Requirements:

ENFORCEMENT OF SAFETY POLICY

Safety violation notice(s) shall be issued to any employee, subcontractor or anyone on the jobsite violating the safety rules or regulations. Issuance of safety violation notice shall be by the **Crew Leader**

- 1. Any violation of safety rules can result in suspension or immediate termination.
- 2. Any employee receiving three (3) written general violations within a six (6) month period shall be terminated.
- 3. Issuance of a safety violation notice for failure to use Fall Protection or for failure to report a Job Injury (at the time of the injury) will result in immediate termination.

It is understood that **National Works Incorporated** is not restricting itself to the above Rules and Regulations. Additional rules and regulations as dictated by the company will be issued and posted as needed.

"NO JOB IS SO IMPORTANT AND NO SERVICE SO URGENT THAT WE CANNOT TAKE TIME TO PERFORM OUR WORK SAFELY"

JOB SAFETY CHECKLIST

The following Job Safety Checklist has been condensed and edited from the Occupational Safety and Health Administration Part 1926, Construction Safety and Health Regulations.

A. Safety Rules

1. HARD HATS AND SAFETY GLASSES WORN.
2. Shirts with sleeves worn.
3. Work shoes worn.
4. Subcontractors' personnel will be required to hold Safety Meetings as required by Project Requirements in order to meet OSMA Safety Standards.
5. Work area are safe and clean.
6. Safety mono-goggles/face shields worn when circumstances warrant.
7. Electrical cords and equipment properly grounded with GFI's in place and checked by a competent person.
8. Any use of alcoholic beverages or controlled substances.
9. Subcontractors are responsible for providing Fall Protection for their employees in accordance with the OSHA Safety Standards.
10. All scaffolds built to specifications as established by OSHA.
11. Excavation/trenches are sloped or shored as established by OSHA.
12. In the event of an accident involving personal injury or damage to property, the persons involved in any way were drug tested.

B. Recordkeeping

1. OSHA poster "Safety and Health Protection on the Job" posted.
2. OSHA "Log or Occupational Injuries and Illnesses" posted during the month of February only.
3. Hard Hat sign posted in a conspicuous manner.
4. Weekly Safety Meeting Sign-In Logs maintained in a folder. A copy will be forwarded to the Main Office weekly.

C. Housekeeping and Sanitation

1. General neatness.
2. Regular disposals of trash.
3. Passageways, driveways, and walkways clear.
4. Adequate lighting.
5. Oil and grease removed.
6. Waste containers provided and used.
7. Adequate supply of drinking water.

8. Sanitary facilities adequate and clean.
9. Adequate ventilation

D. First Aid

1. First Aid Stations with supplies and equipment. Check supplies expiration dates monthly. Do not use expired supplies.
2. Trained First Aid personnel.
3. Injuries promptly and properly reported.

E. Personal Protective Equipment

1. Hard hats
2. Hearing protection
3. Eye and face protection
4. Respiratory protection
5. Fall protection

F. Fire Protection

1. Fire extinguishers, charged and identified.
2. NO SMOKING signs posted.
3. Flammable and combustible material storage area.
4. Fuel containers labeled.

G. Hand and Power Tools

1. Tools inspected.
2. Power tools properly guarded.
3. Safety guards in place.

H. Welding & Cutting

1. Compressed gas cylinders secured in vertical position.
2. Hoses inspected.
3. Cylinders, caps, valves, couplings, regulators, and hoses free of oil and grease.
4. Caps on cylinders in storage in place.
5. Flash back arresters in place.
6. Welding screens in place.
7. Fuel and oxygen cylinders separated in storage.

I. Electrical

1. All portable tools and cords will be properly grounded (Ground Fault Interrupters properly installed).
2. Daily visual inspection of caps, ends and cords for deformed or missing pins, insulation damage and internal damage is the required minimum standard.
3. Tests of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector (GFI's) to the proper terminal shall be made every month and:
 - a. Prior to first use.
 - b. Prior to return to service after repairs.
 - c. Prior to return to service after incident which may have caused damage to cord or equipment.
4. Cords and equipment which do not meet requirements immediately tagged and removed from service until repairs have been made.

J. Ladders

1. Inspected at regular intervals.
2. No broken or missing rungs or steps.
3. No broken or split side rail.
4. Must extend at least 36" above landing and be secured.
5. Side rails of 2X4 is allowed up to 16 feet, above 16 feet must be 3X6.

K. Scaffolding

1. Inspect at regular intervals.
2. Footings shall be a sound ridge and capable of carrying maximum intended load.
3. Tied into building vertically and horizontally at 14' intervals.
4. Properly cross-braced.
5. Proper guardrails and toe boards.
6. Scaffold planks shall be capable of supporting at least four (4) times the maximum intended load.
7. Unstable objects such as concrete blocks, boxes, etc., shall not be used as scaffold foundations.
8. Use OSHA Scaffold Tagging Program.

L. Guardrails, handrails and covers

1. Guardrails, handrails and covers installed wherever there is danger of employees or materials falling through floors, roofs or wall openings and shall be guarded on all exposed sides.
2. Post at least 2X4 stock, spaced not more than 8 feet apart.
3. Top rail shall be 42" above the floor and of 1X4 stock.

4. The intermediate rail shall be 21" above the floor and of 1X4 stock.
5. Guardrail assemblies around floor openings equipped with toe boards. Toe boards 4" minimum above the floor level and not more than 1/4" clearance above the floor level, when there are employees below or when conditions dictate.
6. Hole Covers permanently attached to the floor or structure and identified with a Hole Cover sign stenciled with the word "DANGER". Hole Covers made of at least 3/4" plywood or heavier (this applies to holes 2" in diameter or greater).

M. Material Hoists

1. Inspection at regular intervals.
2. Operating rules posted at operators station.
3. "No Rider" signs prominently posted at all stations.
4. All entrances properly protected.
5. All entrance bars and gates shall be painted with diagonal contrasting stripes.
6. Experienced operators.
7. Current crane certification inspection sticker and papers on the rig.

N. Motor Vehicles

1. Lights, brakes, tires, horn, etc. inspected at regular intervals.
2. Do not overload vehicles.
3. Trash trucks have covers.
4. No riding is allowed on the edge of pickup truck beds.
5. No riding on concrete trucks, loaders, backhoes, etc.
6. Functioning back-up alarms on loaders, tractors, backhoes etc.
7. Fire extinguishers installed and readily available.
8. Seat belts worn at all times.

O. Material Storage and Handling

1. Material at least two (2) feet from edge of excavation site.
2. Proper temperature and moisture levels for safe storage of materials to prevent deterioration or volatile hazards within the storage area.
3. Inventory maintained and inspected frequently.
4. Proper protective gear worn when handling chemicals.

P. Concrete, Concrete Forms and Shoring

1. Employees tying rebar greater than 6 feet above adjacent working surface have full body harnesses as a positioning device.
2. Trowel machines have automatic shut-off switches.
3. No riding on concrete buckets or flying forms.
4. All forms properly shored.
5. Single post shores shall be braced horizontally.

Q. Use of Cranes and Derricks

1. Use of cranes or derricks to hoist employees on a personal platform is prohibited, except in the situation there no safe alternative is possible.

SAFETY EQUIPMENT CHECKLIST

The following is a list of Safety Equipment that should be on the job if required or available from the **Crew Foreman or Office Manger** at all times. It should be checked regularly by the Crew Foreman to see that the required equipment is maintained on the job and in good condition.

1. Safety Goggles, Shields and glasses.
2. Hearing Protection.
3. Respirators.
4. Hard Hats.
5. Fire Extinguishers (properly charged).
6. First Aid Kit (check list inside kit).
7. Stretcher or Stroke Litter (Tool Room).
8. Welding Masks and Goggles.
9. Storage racks for compressed gases.
10. Guards on all power tools.
11. Trash barrels.
12. OSHA Forms Posted.
13. Company "Safety Policy"
14. Company "Hazardous Communication Program"

SAFETY MEETING REPORT

A safety meeting report is signed to indicate attendance. The form has room for employees to sign after attending their weekly Safety Meeting. This form shall be filled out for each jobsite Safety Meeting that is held. After completion of the form make a copy to maintain at each jobsite and return the signed original "Tool Box/Safety Talk" sheet to the Depot Office.

EMPLOYEE ACKNOWLEDGEMENT

I state that I have attended the safety orientation, have read and received a copy of the safety rules and regulations.

I further state that I understand these rules and acknowledge the compliance with the safety rules and regulations is a condition of employment. If I violate the safety rules or fail to report an injury to my supervisor immediately, I understand that I am subject to termination.

EMPLOYEE SIGNATURE

DATE

SUPERVISOR SIGNATURE

DATE

IFB – MBE/WBE COMPLIANCE PLAN(REVISED)

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	Televising, Cleaning of Sanitary Sewer Collection System Pipes
Solicitation Number	IFB 2200 MLM0042

Project Goals or Subgoals	
MBE	%
African American	%
Hispanic	%
Native/Asian American	%
WBE	%
Combined MBE/WBE	0.55 %

Section II — Bidder Company Information

Name of Company	NATIONAL WORKS, INC.
Address	1078 SAN MARCOS HWY
City, State Zip	LULING, TX 78648
Phone	830-875-2770
Fax & E-Mail	830-875-2730 jlande@nationalworks.com
Name of Contact Person	JOHN LANDE
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code NAT 7163790 If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

JOHN LANDE, CHIEF OPERATING OFFICER

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:

I have reviewed this compliance plan and found that the Proposer **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9A.

Reviewing Counselor

Date

I have reviewed this compliance plan and **Concur** ☐ or **Do Not Concur** ☐ with recommendation.

Director/Assistant Director

Date

Section III — Compliance Plan Summary

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (includes allowances if applicable): \$ 851,200.00

Goals: Proposed Participation		
MBE	\$ <u>N/A</u>	%
WBE	\$ <u>5,500.00</u>	<u>0.65</u> %
Non-Certified	\$ <u>N/A</u>	%

SubGoals: Proposed Participation		
African American	\$ <u>N/A</u>	%
Hispanic	\$ <u>N/A</u>	%
Native/Asian American	\$ <u>N/A</u>	%
WBE	\$ <u>N/A</u>	%
Non-Certified	\$ <u>N/A</u>	%

Bidder's own participation in base bid (includes allowances if applicable); less any amount subcontracted:

Amount: \$ 845,700.00 Percentage: 99.35%

Are the stated goals or subgoals of the solicitation met? (If no, attach documentation of Good Faith Efforts)

Yes ☒ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ % Prime _____ % Non-Certified _____ %
 African-American _____ % Hispanic _____ % Native/Asian American _____ % WBE _____ %

Section IV — Disclosure of MBE and WBE Participation (Duplicate As Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	BUILDING TEAM SOLUTIONS, INC.	
City of Austin Certified (choose one)	MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/>	Gender/ Ethnicity: F/HISPANIC
Vendor Code	VS0000035161	
Address/ City / State / Zip	7103 E. RIVERSIDE DR. AUSTIN, TX 78741	
Contact Person & Phone #	LISA LEDESMA-GARCIA 512-258-5336	
Fax & Email Address	512-300-8863 lisa@btsjobs.com	
Commodity Codes	96459	
Commodity Codes Descriptions	LABORERS (COMMON LABOR), PERSONNEL, TEMPORARY	
Amount of Subcontract	\$ 5,500.00	0.65 %

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certified (choose one)	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certified (choose one)	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certified (choose one)	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Section V — Disclosure of Non-Certified Subcontractors (Duplicate As Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin

Are Goals Met? Yes ☒ No ☐ If no, state reason(s) below and attach documentation:

Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		
Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		
Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		
Name of Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason MBE/WBE not used		

Section VI — Disclosure of Second-Level Subcontractors (Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive
- Fill in names of Second-Level Subcontractors as registered with the City of Austin

Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		

Section VII — Disclosure of Primary and Alternate Trucking Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate)
- Compliance plans not complying with these requirements shall be rejected as non-responsive
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin

<i>Primary Trucking Subcontractor</i>	<u>N/A</u>
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity Codes	
Commodity Codes Descriptions	

<i>Alternate Trucking Subcontractor</i>	<u>N/A</u>
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	<u>N/A</u>
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	<u>N/A</u>
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	<u>N/A</u>
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

<i>Alternate Trucking Subcontractor</i>	<u>N/A</u>
City of Austin Certified? (choose one)	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

GOALS MET!

Appendix A

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII **must** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☐ No ☒
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone)
List Methods: _____ Yes ☐ No ☒
3. Were steps taken to follow up with interested MBE/WBEs? Yes ☒ No ☐
4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)? If yes, please attach. Yes ☐ No ☒
5. Were written notices sent to Minority or Women organizations? If yes, please attach. Yes ☐ No ☒
6. Were additional elements of work identified to achieve the goals or subgoals?
If yes, please explain: _____ Yes ☐ No ☒
7. Was SMBR contacted for assistance? Yes ☐ No ☒
If yes, complete following:
Contact Person: _____
Date of Contact: _____
Summary of Request: _____
8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☒
If yes, complete following:
Organization(s): _____
Date of Contact: _____
Summary of Request: _____
9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (**Documentation is not limited to this list.**)
 - Copy of written solicitation sent to MBE/WBEs in SLBP area Yes ☐ No ☒
 - Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes ☐ No ☒
 - Copy of advertisements Yes ☐ No ☒
 - Copy of notices sent to Minority and Women organizations Yes ☐ No ☒
 - Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs) Yes ☐ No ☒